

Form PTO-1594 (rev 06/04)		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		U. S. Department of Commerce Patent and Trademark Office																																					
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:																																									
<b>1. Name of conveying party(ies)/Execution Date(s):</b>  <b>New York Jets, LLC</b> 50 West 57 <sup>th</sup> Street, 2 <sup>nd</sup> Floor New York, NY 10019  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Citizenship <u>Delaware</u> Execution Date(s) <u>November 4, 2005</u>  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>2. Name and Address of receiving party(ies)</b> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Name: <u>Bank of America, N.A.</u> Internal Address: <u>Bank of America Corporate Center</u> Street Address: <u>100 North Tryon Street</u>  City: <u>Charlotte</u> State: <u>North Carolina</u> Country: <u>USA</u> Zip: <u>29255</u>  <input type="checkbox"/> Association – Citizenship _____ <input type="checkbox"/> General Partnership – Citizenship _____ <input type="checkbox"/> Limited Partnership – Citizenship _____ <input type="checkbox"/> Corporation – Citizenship _____ <input checked="" type="checkbox"/> Other <u>National Banking Association</u> Citizenship <u>None</u>  If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.																																						
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Other _____																																									
<b>4. Application number(s) or registration number(s):</b> <table style="width: 100%; border: none;"> <tr> <td colspan="3" style="border: none;">A. Trademark Application No(s).</td> <td colspan="3" style="border: none;">B. Trademark Registration No(s).</td> </tr> <tr> <td style="border: none;">76412770</td> <td style="border: none;">76298086</td> <td style="border: none;">76298081</td> <td style="border: none;">2422141</td> <td style="border: none;">1230455</td> <td style="border: none;">2991272</td> </tr> <tr> <td style="border: none;">76412769</td> <td style="border: none;">76298085</td> <td style="border: none;">76298080</td> <td style="border: none;">2315786</td> <td style="border: none;">977056</td> <td></td> </tr> <tr> <td style="border: none;">76412767</td> <td style="border: none;">76298084</td> <td style="border: none;">76298079</td> <td style="border: none;">2313464</td> <td style="border: none;">831249</td> <td></td> </tr> <tr> <td style="border: none;">76298096</td> <td style="border: none;">76298083</td> <td style="border: none;">76298078</td> <td style="border: none;">1815849</td> <td style="border: none;">827037</td> <td></td> </tr> <tr> <td style="border: none;">76298087</td> <td style="border: none;">76298082</td> <td style="border: none;">76298075</td> <td style="border: none;">1243885</td> <td style="border: none;">830380</td> <td></td> </tr> </table> Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						A. Trademark Application No(s).			B. Trademark Registration No(s).			76412770	76298086	76298081	2422141	1230455	2991272	76412769	76298085	76298080	2315786	977056		76412767	76298084	76298079	2313464	831249		76298096	76298083	76298078	1815849	827037		76298087	76298082	76298075	1243885	830380	
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<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b>  Matthew B. Fagin, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036 Tel: (212) 735-2432 Fax: (917) 777-2432 MFagin@skadden.com			<b>6. Total number of applications and registrations involved:</b> <u>26</u>  <b>7. Total fee (37 CFR 1.21(h) and 3.41)</b> <u>\$540</u>  <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account <b>(Our Ref. 401530/287)</b>  <b>8. Payment Information</b> Deposit Account No. <u>19-2385</u> Authorized user Name: <u>Philip H. Bartels</u>																																						
<b>9. Signature.</b> <u>Matthew Fagin</u> <div style="text-align: center;">             Signature              Matthew Fagin              Name of Person Signing           </div>			January 25, 2006 <div style="text-align: center;">             Date              Total number of pages including cover sheet, and documents: <u>10</u> </div>																																						

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office  
United States Copyright Office

Ladies and Gentlemen:

WHEREAS, pursuant to a Security Agreement (the "Original Agreement"), dated as of November 7, 2003 by and between NEW YORK JETS LLC, a Delaware limited liability company (the "Assignor"), and Bank of America, N.A, acting as collateral agent for the Secured Parties (each defined in the Original Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Assignee"), the Assignor has assigned and granted to the Assignee for the ratable benefit of the Secured Parties a continuing security interest in and to, and right of set off against, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto;

WHEREAS, the Original Agreement was amended and restated pursuant to an Amended and Restated Security Agreement, dated as of April 7, 2004 by and between the Assignor and the Assignee (the "Amended and Restated Agreement"), and further amended pursuant to a Master Amendment to Amended and Restated Security Agreements and Security Agreement, dated as of November 21, 2005 among each of the Participating Clubs (as defined therein), including the Assignor, and the Assignee (the "Master Amendment"); together with the Original Agreement, and the Amended and Restated Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Assignor granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and acknowledged and agreed that the Assignee (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have for the ratable benefit of the Secured Parties a continuing security interest in and a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (each as defined in the Amended and Restated Agreement).

1052959.03-New York S7A

TRADEMARK  
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NOW THEREFORE, please be advised that:

1) Pursuant to the Security Agreement, the Assignor has granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and right of set off against, and acknowledged and agreed that the Assignee (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have for the ratable benefit of the Secured Parties a continuing security interest in and a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (as defined in the Amended and Restated Agreement), including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto; and

2) The security interest in and to and right of setoff against the Trademarks, Trade Names and Copyrights, including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights and copyright registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT  
BLANK]

Very truly yours,

NEW YORK JETS LLC

By: Michael A. Gerste

Name: MICHAEL A GERSTE

Title: VP-FINANCE & CO

Acknowledged and Accepted:

Bank of America, N.A.  
as Collateral Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

TRADEMARK

REEL: 003253 FRAME: 0111

Very truly yours,

NEW YORK JETS LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Accepted:

Bank of America, N.A.

as Collateral Agent

By: 

Name: \_\_\_\_\_

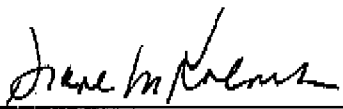
Title: \_\_\_\_\_

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STATE OF NEW YORKCOUNTY OF NEW YORK

I, Diane M. Kolnik, a Notary Public of the County and State aforesaid, certify that Michael Gerstle, personally came before me this day and acknowledged that (s)he is VP-Finance + CFO of New York Jets LLC, a Delaware limited liability company and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in its name as VP Finance - CFO.

WITNESS my hand and official stamp or seal, this 17<sup>th</sup> day of JAN, 2006.  
\_\_\_\_\_

Notary Public

My Commission Expires:

DIANE M. KOLNIK  
Notary Public, State of New York  
No. 01KO4986657  
Qualified in New York County  
Commission Expires Sept. 23, 2009

(Notary Seal)

TRADEMARK

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**SCHEDULE A**

**United States, State and Canadian Trademark  
Registrations and Applications for the  
NEW YORK JETS LLC**

**I. UNITED STATES TRADEMARK REGISTRATIONS AND  
APPLICATIONS**

<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Reg. Date (App. Date)</b>	<b>Record Owner</b>
NY and design	(76-412,770)	(05/22/2002)	New York Jets LLC
NY and design	(76-412,769)	(05/22/2002)	New York Jets LLC
NY and design	(76-412,767)	(05/22/2002)	New York Jets LLC
JETS! Stylized letters	(76-298,096)	(08/10/2001)	New York Jets LLC
JETS! Stylized letters	(76-298,087)	(08/10/2001)	New York Jets LLC
JETS! Stylized letters	(76-298,086)	(08/10/2001)	New York Jets LLC
JETS! Stylized letters	(76-298,085)	(08/10/2001)	New York Jets LLC
Design only	(76-298,084)	(08/10/2001)	New York Jets LLC
Design only	(76-298,083)	(08/10/2001)	New York Jets LLC
Design only	(76-298,082)	(08/10/2001)	New York Jets LLC
Design only	(76-298,081)	(08/10/2001)	New York Jets LLC
NYJETS stylized letters	(76-298,080)	(08/10/2001)	New York Jets LLC
NYJETS stylized letters	(76-298,079)	(08/10/2001)	New York Jets LLC
NYJETS stylized letters	(76-298,078)	(08/10/2001)	New York Jets LLC
NYJETS stylized letters	(76-298,075)	(08/10/2001)	New York Jets LLC
SIDELINE CLUB	2,422,141 (75-677,742)	01/16/2001 (04/08/1999)	New York Jets LLC
NY JETS and design	2,315,786 (75-523,737)	02/08/2000 (07/23/1998)	New York Jets LLC
JR JETS KIDS CLUB	2,313,464 (75-523,736)	02/01/2000 (07/23/1998)	New York Jets LLC

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Trademark	Reg. No - (App. No.)	Reg. Date (App. Date)	Record Owner
NEW YORK JETS	1,815,849 (74-310,200)	01/11/1994 (09/02/1992)	New York Jets LLC
7 and design	1,243,885 (73-336,696)	06/28/1983 (11/12/1981)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
7 and design	1,230,455 (73-336,695)	03/08/1983 (11/12/1981)	New York Jets LLC
JETS and design	977,056 (72-440,826)	01/15/1974 (11/10/1972)	New York Jets LLC
NY JETS and design	831,249 (72-256,699)	06/27/1967 (10/19/1966)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS	827,037 (72-255,799)	04/04/1967 (10/05/1966)	New York Jets LLC
NEW YORK JETS	830,380 (72-255,798)	06/13/1967 (10/05/1966)	New York Jets LLC
JETS SHOP	2,991,272 (76-575,885)	09/06/2005 (02/09/2004)	New York Jets LLC

## II. STATE TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country or Jurisdiction	Reg. No - (App. No.)	Reg. Date (App. Date)	Record Owner
NY JETS and design	New Jersey	S,M14,372	11/18/1986	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS and design	New York	R27,809	12/05/1994	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
NEW YORK JETS stylized letters	New York	R27,808	12/05/1994	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)

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Trademark	Country or Jurisdiction	Reg. No. - (App. No.)	Reg. Date (App. Date)	Record Owner
JETS and design	New York	S3,795	11/26/1976	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS	New York	S3,794	11/26/1976	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
NEW YORK JETS	New York	S2,965	02/05/1975	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS	New Jersey	14,373	11/23/1976	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)

### III. CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Reg. No. - (App. No.)	Reg. Date (App. Date)	Record Owner
JETS and design	TMA346,153 (0475,383)	10/14/1988 (09/11/1981)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS and design	TMA335,627 (0475,382)	12/24/1987 (09/11/1981)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
NEW YORK JETS	TMA249,491 (0363,303)	08/15/1980 (04/09/1973)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS and design	TMA347,754 (0363,302)	11/10/1988 (04/09/1973)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
N.Y. JETS and design	TMA253,835 (0363,301)	12/12/1980 (04/09/1973)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)

**IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS**

<b>Title</b>	<b>Registration Date</b>	<b>Registration No.</b>	<b>Record Owner</b>
Official yearbook of the ... New York Jets	11/19/1999	TX502875 3	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)

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